



AF/16/4

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 10/056,296

Applicant: R. Eric MONTGOMERY

Filed: January 24, 2002

Art Unit: 1614

Examiner: D. Jagoe

Docket No.: 03173341

Customer No.: 26565

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

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Tim Hubank

TRANSMITTAL LETTER

Dear Sir:

Enclosed herewith are the following for the above-captioned application:

1. Executed Revocation of Power of Attorney and Appointment of New Power of Attorney;
2. Copy of Recordation Form Cover Sheet and Assignment filed November 5, 2003; and
3. Return receipt postcard.

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The Commissioner is hereby authorized to charge any additional filing fees required under Rule 1.17 concerning this transaction, or to credit any overpayment to Deposit Account 13-0019.

Respectfully submitted,

Christine M. Rebman
Christine M. Rebman
Reg. No. 50,546

Date: November 5, 2003

MAYER, BROWN, ROWE & MAW LLP

P.O. Box 2828
Chicago, Illinois 60690-2828
Telephone: (312) 701-7174
Facsimile: (312) 706-9000



**REVOCATION OF POWER OF ATTORNEY
AND APPOINTMENT OF NEW POWER OF ATTORNEY**

I hereby revoke all previous powers of attorney given in the issued patents and patent applications identified in Schedule A attached hereto.

I hereby appoint practitioners of Mayer, Brown, Rowe & Maw LLP to maintain these patents and prosecute these patent applications and transact all business in the Patent and Trademark Office connected therewith, associated with the following CUSTOMER NUMBER:



26565

SEND CORRESPONDENCE TO:
Christine M. Rebman



Mayer, Brown, Rowe & Maw LLP
P.O. Box 2828
Chicago, IL 60690-2828
USA

DIRECT TELEPHONE CALLS TO:
Christine M. Rebman

Telephone Number: 312/701-7174

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STATEMENT UNDER 37 CFR 3.73(b)

BriteSmile Development, Inc. is the assignee of the entire right, title, and interest to the patents and patent applications listed in Schedule A. Enclosed is an assignment to BriteSmile Development, Inc. for the patents and patent applications identified in Schedule A.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

11/4/03
Date

Nhat Ngo, Chief Operating Officer
Name and Title

Nhat H. Ngo
Signature



SCHEDULE A

Patent/Publication No.	Application No.	Filed	Title
	09/253,240	02/19/99	Anti-Microbial Denture Adhesive Composition
U.S. Patent No. 5,908,614	08/698,474	08/15/96	Peroxidase-Activating Oral Compositions
U.S. Patent No. 6,576,227	09/237,191	01/26/99	Peroxidase-Activating Oral Compositions
	10/456,205	06/06/03	Peroxidase-Activating Oral Compositions
U.S. 6,221,341	09/196,403	11/19/98	Tooth Whitening Compositions
US 20010021374	09/840,844	04/24/01	Tooth Whitening Compositions
U.S. 6,348,518	09/208,969	12/10/98	Compositions for making an artificial prosthesis
U.S. 6,472,453	10/033,077	11/01/00	Compositions for making an artificial prosthesis
U.S. 20020137728	10/056,296	01/24/02	Topical Oral Care Compositions

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Form PTO-1595
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Oraceutical Innovative Properties LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 7/23/03

2. Name and address of receiving party(ies)

Name: BriteSmile Development, Inc.

Internal Address: _____

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Street Address: 490 North Wiget Lane

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City: Walnut Creek State: CA Zip: 94598

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 10/056,296

B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christine M. Rebman

Internal Address: Mayer, Brown, Rowe & Maw LLP
P.O. Box 2828

Street Address: _____

City: Chicago State: IL Zip: 60690

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

Charge any additional fees to 13-0019

DO NOT USE THIS SPACE

9. Signature.

Christine M. Rebman

Name of Person Signing

Christine M. Rebman

Signature

11/4/03

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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ASSIGNMENT

(BDI Patent Assignment)

This Assignment ("Assignment") is made and entered into as of July 1, 2003, by R. Eric Montgomery, Oraceutical Innovative Properties, LLC, a Delaware limited liability company, and Oraceutical LLC, a Delaware limited liability company (collectively "Assignor"), in favor of BriteSmile Development, Inc., a Delaware corporation ("Buyer").

RECITALS AND REPRESENTATIONS:

A. Assignor, Buyer and certain affiliates of Buyer are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") of even date.

B. Assignor owns or may assert a claim to all or to a portion of the right, title, and interest in and to the following (collectively the "Patents"):

- (a) all Letters Patent of the United States or any other country, and all applications for Letters Patent of the United States or any other country, which applications and Letters Patents are owned or controlled by Assignor as described in Exhibit A attached hereto and disclose and/or claim part or all of the Technology (as defined below) and the Related Technology (as defined below) together with all Letters Patent which subsequently issue from such patent applications;
- (b) all re-issues, re-examinations, continuations, divisions, continuations-in-part, renewals, substitutes or extensions thereof and any foreign counterpart applications including the right to claim international priority;
- (c) the patentable inventions of Assignor disclosed or claimed therein, including exclusivity respecting the right to make, have made, use, import offer for sale and/or sell (or license or otherwise transfer or dispose of) such inventions;
- (d) the right (but not the obligation) to prosecute such applications; and
- (e) the right to enforce (but not the obligation, except as otherwise provided in the Purchase Agreement) such Letters Patent and applications, and collect damages, if any, for infringement by any third parties which infringement occurred prior to or after the date hereof.

C. Pursuant to the terms of the Purchase Agreement, Assignor desires to transfer all of its claims, right, title and interest to any or all of the Patents to Buyer, and Buyer desires to secure same.

1. Grant. In consideration of \$10.00 and other good and valuable consideration paid to Assignor by Buyer, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby assigns to Buyer its entire claim, right, title, and interest in the Patents and in any portion thereof.

2. Miscellaneous

2.1 Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such patent office officials in foreign countries as are duly authorized by their patent laws to issue any and all patents on the inventions which are claimed or disclosed in the Patents (the "Inventions") to Buyer as the owner of the entire interest, for the sole use and benefit of Buyer, its successors, assigns and legal representatives.

2.2 Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which Buyer may request to make this assignment fully effective, including, by way of example but not of limitation, the following:

(a) Prompt execution of all original, continuation, continuation-in-part, divisional, substitute, reissue, re-examination and other United States and foreign patent applications on said Inventions, and all lawful documents requested by Buyer to further the prosecution of any of such patent applications; and

(b) Cooperation to the best of its ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, interference or infringement proceedings involving said Inventions.

2.3 The execution, delivery and performance of this Assignment and the consummation of the transactions contemplated by this Assignment are in all respects subject to

and in consideration of the representatives, warranties and covenants of Assignor in favor of Buyer set forth in the Purchase Agreement.

2.4 No party hereto shall be deemed to be the representative, partner, joint-venturer, or agent of any other party hereto by virtue of this Assignment.

2.5 This Assignment may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance.

2.6 This Assignment shall be governed by and construed in accordance with federal law and with the laws of the State of Delaware, and any lawsuit arising therefrom shall be heard in a court of competent jurisdiction in the State of Delaware.

2.7 In the event that any condition, covenant, or other provision herein contained is held to be invalid or unenforceable by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Assignment and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid or unenforceable due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

[Remainder of Page Intentionally Left Blank.

Signature Page Follows.]

IN WITNESS WHEREOF Assignor has hereunto set its hand:


R. Eric Montgomery, an individual

ORACEUTICAL INNOVATIVE
PROPERTIES, LLC, a Delaware limited
liability company

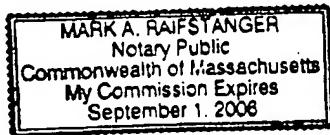
By: 
Title: MANAGER

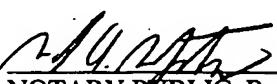
ORACEUTICAL LLC, a Delaware limited
liability company

By: 
Title: MANAGER

STATE OF Massachusetts)
COUNTY OF Berkshire)
§

On this 25th day of July, 2003, personally appeared before me R. Eric
Montgomery, who proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to on this Assignment, and acknowledged that he executed the same.



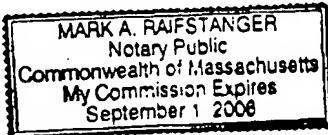

NOTARY PUBLIC, Residing at:

510 Field, MA

STATE OF Massachusetts)
COUNTY OF Berkshire)
§

On this 23rd day of July, 2003, personally appeared before me
R. Eric Montgomery, the manager of Oraceutical
Innovative Properties, LLC, who proved to me on the basis of satisfactory evidence to be the

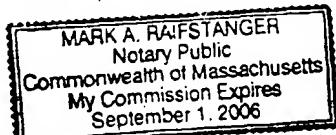
person whose name is subscribed to on this Assignment, and acknowledged that he executed the same for and on behalf of Oraceutical Innovative Properties, LLC.



Mark A. Raifstanger
NOTARY PUBLIC, Residing at:
St. Hild, MA

STATE OF Massachusetts)
COUNTY OF Berkshire)
§

On this 23rd day of July, 2003, personally appeared before me
R. Eric Montgomery, the Manager of Oraceutical
LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to on this Assignment, and acknowledged that he executed the same for and on behalf
of Oraceutical LLC.



Mark A. Raifstanger
NOTARY PUBLIC, Residing at:
St. Hild, MA



EXHIBIT A

BDI IP Description

Patent/Publication No.	Application No.	Filed	Title
	09/253,240	02/19/99	Anti-Microbial Denture Adhesive Composition
	PCT/US99/03588	02/19/99	Anti-Microbial Denture Adhesive Composition
AU Patent No. 0756369	AU 27744/99	02/19/99	Anti-Microbial Denture Adhesive Composition
	CA 2321192	02/19/99	Anti-Microbial Denture Adhesive Composition
CN Publ. No. 1297347T	CN 99805200.0	02/19/99	Anti-Microbial Denture Adhesive Composition
EP Publ. No. 1056429A2	EP 99908266.2	02/19/99	Anti-Microbial Denture Adhesive Composition
EP Publ. No. 1056430	EP 99934240 Appl. deemed withdrawn 4/03		Curable Compositions with Anti-Microbial Properties
	JP 2000-532096	02/19/99	Anti-Microbial Denture Adhesive Composition
	MX 8179	02/19/99	Anti-Microbial Denture Adhesive Composition
	60/002,361	08/15/95	Peroxidase-Activating Oral Compositions
	60/012,537	02/29/96	Fluid-Stabilized Alkali Metal Precarbonates
U.S. Patent No. 5,908,614	08/698,474	08/15/96	Peroxidase-Activating Oral Compositions
U.S. Patent No. 6,576,227	09/237,191	01/26/99	Peroxidase-Activating Oral Compositions
PCT/US96/13240 (Not pursued)		08/15/96	Peroxidase-Activating Oral Compositions

Patent/Publication No.	Application No.	Filed	Title
pursued)			Compositions
	60/066,187	11/19/97	Tooth Whitening Compositions
U.S. 6,221,341	09/196,403	11/19/98	Tooth Whitening Compositions
US 20010021374	09/840,844	04/24/01	Tooth Whitening Compositions
	60/069,021	12/10/97	Low-Odor Methacrylate Monomers
U.S. 6,348,518	09/208,969	12/10/98	Compositions for making an artificial prosthesis
U.S. 6,472,453	10/033,077	11/01/00	Compositions for making an artificial prosthesis
	60/263,884	01/24/01	Mouth Wash
	10/056,296	01/24/02	Mouth Wash
	PCT/US02/02324	1/24/02	Mouth Wash
	60/066,081	11/17/97	Partitioning Inserts and Method of Making Multiple-Compartment Dispensing Containers
	U.S. 09/193,518	11/17/98	Partitioning Inserts and Method of Making Multiple-Compartment Dispensing Containers
	60/002,289	08/15/95	Non-Sensitizing Tooth Bleaching Composition
	60/002,331	08/15/95	Antimicrobial Oxidants for Helicobacter Pylori Infection
	60/010,955		Toothbrush with Tooth-color Chart

Patent/Publication No.	Application No.	Filed	Title
	60/010,956		High-Viscosity Tooth-Bleaching Gel
	60/010,958		Oral Moisturizing Compositions
	07/016,723		Toothbrush Sanitized Composition
	60/012,538		Dual Polymer Thickening System for Tooth Bleaching Compositions
	60/012,536	02/29/96	Tooth Whitening Compositions
	60/012,579	02/29/96	Oral Lubricants Containing High Molecular Weight Polyethers
	60/012,898	03/06/96	Alkali Metal Percarbonate Tooth Whitening Composition
	60/018,178	05/23/96	Tooth Whitening Compositions Containing Surface Active Agent
	60/018,158	05/23/96	Improved Process for Application of Tooth Whitening Compositions
	60/022,384	07/29/96	Chlorine Dioxide Tooth Whitening Compositions
	08/698,363	08/15/96	Tooth Bleaching Composition
	PCT/US96/15366	09/25/96	Tooth Bleaching Composition
	60/029,900	11/08/96	Alkaline Stain Removing Oral Care Composition
	60/032,814	12/11/96	Polyethyleneimine as Adhesion Promoter for

Patent/Publication No.	Application No.	Filed	Title
			Fingernail Products
	60/069,017	12/10/97	Film-Forming Tooth Whitening Composition
	08/939,478	09/29/97	Flexible Dental Tray
	60/024,376	08/15/96	Antimicrobial Oxidants for Helicobacter Pylor Infection
	60/054,177	07/30/97	Antimicrobial Oxidants for Helicobacter Pylor Infection
	60/069,018	12/10/97	Polyethylene as Adhesion Promoter for Fingernail Products
	60/076,790	03/04/98	Alkali Metal Percarbonate Tooth Whitening Composition
	60/032,399	12/11/96	Film-forming Tooth Whitening Composition
	60/040,040	03/05/97	Alkali Metal Percarbonate Tooth Whitening Composition